

## EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

JOAN EHLMAN,	)	
	)	
Plaintiff,	)	
v.	)	CV No. 2:20-cv-01387-AMM
	)	
UPLIFT, INC.; EQUIFAX	)	
INFORMATION SERVICES, LLC,	)	
	)	
Defendants.	)	

**DECLARATION OF CHRISTINA BUTED**

1. My name is Christina Buted. I am over the age of twenty-one years and am otherwise qualified to testify in the above-referenced action.

2. I am the paralegal of Uplift, Inc. ("Uplift").

3. I have personal knowledge of the facts set forth in this Declaration. The information contained herein is based upon personal knowledge and following my review of Uplift's business records related to Ms. Joan Ehlman.

4. As part of my job responsibilities for Uplift, I am familiar with the type of records maintained in connection with Ms. Ehlman. The information in this Declaration is taken from Uplift's business records. I have personal knowledge of Uplift's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record or from information transmitted by persons with

personal knowledge; (b) kept in the course of Uplift’s regularly conducted business activities; and (c) it is the regular practice of Uplift to make and maintain such records.

5. On or about January 14, 2020, in the course of purchasing cruise tickets from Carnival, Ms. Ehlman applied for a loan in the amount of \$2,935.84 from CBW Bank (the “Loan”).

6. Ms. Ehlman received the Loan, and Uplift serviced it. (A true and correct copy of Uplift’s Terms of Use are attached as **Exhibit 1**.)

7. The parties reflected the terms and conditions of Ms. Ehlman’s Loan in a Borrower Agreement and Promissory Note (the “Agreement”). (A true and correct copy of the Agreement is attached as **Exhibit 2**, at 1 (“If you make a loan request, and if that request results in a loan that is approved and funded by us, then your loan will be governed by the terms of the Loan Agreement and Promissory Note and as it may be revised from time to time.”).)

8. Under the Agreement, as a condition of receiving the Loan, Ms. Ehlman granted Uplift a limited power of attorney “to complete and execute the Loan Agreement and Promissory Note that reflect the accepted terms set forth in each of your final Truth in Lending Disclosure(s).” (*Id.* at ¶ 6; a true and correct copy of Ms. Ehlman’s Truth in Lending Disclosure is attached as **Exhibit 3**.)

9. Further, the Agreement provided that “[o]nce the Loan Agreement and

Promissory Note is signed by Uplift or its designee acting as your attorney-in-fact, it is deemed executed on your behalf and shall be your valid and binding obligation thereafter.” (*Id.*)

10. Uplift, as Ms. Ehlman’s attorney-in-fact, executed the Agreement on Ms. Ehlman’s behalf.

11. In addition, Uplift purchased the Loan from CBW Bank shortly after the Loan’s origination.

12. Uplift did not receive an arbitration opt out notice from Ms. Ehlman in the manner specified in the Agreement.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 16th day of November, 2020.

*Christina Buted*

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**CHRISTINA BUTED**

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# Uplift, Inc. Terms of Use

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SUMMARY: This notice describes your rights and responsibilities when using the Uplift website or accessing the services and products offered by Uplift, Inc., including alternatives and obligations for resolving disputes or violations of the Terms of Use. You should read this agreement in its entirety and print a copy for your records.

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Effective as of October 17, 2019

**This Agreement contains an arbitration clause which includes, but is not limited to, waiver of your right to sue in court, your right to a jury and your right to participate in class actions. Please review Section 21 for the details regarding your agreement to arbitrate any disputes with us.**

Thank you for your interest in Uplift, Inc. (“Uplift,” “Company,” “we,” or “us”). Please read these Terms of Use (“Agreement”) before using Uplift’s website(s) (the “Site”), code or other software provided by us, whether or not from the Site (“Code”), and other products or services provided by us (collectively, together with the Site, Code and other products or services provided by us, our “Service”). All loans originated through the Uplift platform are made by CBW Bank, an FDIC-insured bank (an “Originating Bank,” or “Bank”). If you do not agree to these terms without limitation or exclusion, you are not permitted to use the service or product.

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## 1. This Agreement

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**1.1 User Agreement.** By participating or using the Site or Code you agree that you have read, understood, and agree to be bound by these Terms of Use, the E-Sign Consent to Receive Electronic Disclosures, the Uplift and CBW [Privacy Policy](#) (collectively, these “Terms”). In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. As used herein, “Users” means anyone who accesses and/or uses the Site, including but not limited to all applicants, whether individually or jointly, and other entity user.

**1.2 Eligibility.** You represent and warrant that you have the authority to bind the entity on behalf of which you are using the Service to these Terms, and you agree to be bound by these Terms on behalf of such organization. This Site is intended solely for Users who are eighteen (18) years of age or older, and any registration by, use of, or access to the Site by any natural person under 18 is unauthorized, unlicensed, and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that, if you are a natural person, you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, Uplift may terminate your application, delete your profile and any content or information that you have provided on the Site, and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect, or feature of the Service or the Site), at any time at its sole discretion, with or without notice, including without limitation if it believes you are under 18. If you do not have such authority or do not agree to these Terms, then you may not use the Service.

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You understand and agree that Uplift may, but is not obligated to, review and delete or remove (without notice) any user content in its sole discretion, including without limitation, user content that in the sole judgment of Uplift, violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of us, Users, or others.

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## 2. Service Overview

**2.1 Service Description.** Uplift offers access to closed-end installment loan products. All loans originated through the Uplift platform are made by the Originating Bank. Uplift provides the Originating Bank (including its successors or assigns) with services in connection with the origination and servicing of the loans. Through the Service, you may submit a credit application on a travel provider's website to finance your purchase from the Originating Bank. If you receive a loan offer and agree to a loan, the Originating Bank will pay the travel provider on your behalf in exchange for your promise to repay the loan according to the terms of your Borrower Agreement and Promissory Note. You may be required to make a downpayment in order to confirm your loan. Loan term options may vary based on a variety of factors, including purchase price, travel provider, and other factors.

**2.2 Loan Terms.** The terms of your loan with the Originating Bank will be stated in the Truth in Lending Disclosure and the Borrower Agreement and Promissory Note provided to you before you confirm the loan and complete the transaction. Your obligations, including your obligation to repay principal and interest, are set forth in the Borrower Agreement and Promissory Note. Your loan will have a principal balance in the amount set forth in the Truth in Lending Disclosure and the Borrower Agreement and Promissory Note, each of which will be provided to you in your Uplift account.

**2.3 Interest Rates.** The loan interest rate is determined by your creditworthiness and other factors. Interest will accrue daily on unpaid principal until the full amount of principal has been paid.

**2.4 Origination Fee.** If you receive a loan, you may be required to pay the Originating Bank a non-refundable origination fee. The amount of the origination fee will be stated in your Truth in Lending Disclosure and the Borrower Agreement and Promissory Note.

**2.5 Loan Payments.** Your loan will be payable in monthly installments consisting of principal and interest. Loan payments are due on the same date each month beginning one month from the date of loan origination. If your due date is the 29th, 30th or 31st, and the current month is shorter, your payment will be due on the last day of the month. All payments will be applied first to the payment of any interest then due and then to principal. Payments will be considered to be paid on time before 4 p.m. PST. Your final payment will consist of the remaining principal, unpaid accrued interest and any other charges due under this agreement. If you default the application of your payments may change.

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**2.6 Late Fees.** There are no flat fees for late payment, however, interest will continue to accrue on outstanding balances.

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**2.7 Prepayments.** You may pay off your loan in full or in part at any time without penalty. Partial prepayments will not change the due date or amount of your scheduled monthly payments unless the principal balance outstanding is less than the principal portion of your payment.

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**2.8 Cancellation and Refunds.** It is the sole discretion of the person or entity from which your purchase was made and their policies whether they choose to provide a refund. In the event that a refund is granted by the person or entity from which your purchase was made, and said refund is credited to Uplift or Originating Bank, this refund will be applied to the principal balance. Any funds refunded in excess of any fees, interest or principal due will then be credited to Borrower.

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**2.9 Payment Methods.** You may make loan payments by any form of payment accepted including, but not limited to, debit from your debit card, check, or electronic funds transfer via Automated Clearing House ("ACH"). You may make payments by personal check by contacting [support@uplift.com](mailto:support@uplift.com) or by regular mail at Uplift, 801 El Camino Real, Menlo Park, CA 94025, Attention: Payment Processing.

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### 3. Accounts

**3.1 Setting Up an Account.** When you use the Service, you will be required to provide us with some information about yourself (such as your name, date of birth, e-mail address, your mobile phone number, and other personal information) in order to set up your account and verify your identity on behalf of the Bank pursuant to Section 326 of the USA PATRIOT ACT.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT — To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

You will be asked to provide your Mobile Phone number with SMS (Text) message capabilities to be used to access your account. You certify, warrant, and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls and SMS (text) messages at each of the telephone numbers you have provided to us. You understand that your cellular or mobile telephone provider will charge you according to the type of plan you carry. You agree to us whenever you stop using a particular telephone number. You also acknowledge that the

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ability of Uplift to send these SMS (Text) Messages and other forms of electronic transmittals are an integral part of our approval process without which, your application may not be approved. Therefore, you acknowledge that you do not and will not have the right to revoke such approval. If your email address, home address, or text-enabled phone number changes, you will notify us of the change by sending an email to [support@uplift.com](mailto:support@uplift.com) or calling (844) 257-5400.

You may log in to the Borrower Portal website using your login and the security code and/or other method of authentication, including receiving a text message to your supplied mobile device, that you are provided to access the Service and its information electronically ("Password"). You agree not to disclose your Password to others and to keep it secure.

**3.2 Providing Accurate Information.** You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. You agree to promptly notify us regarding any material changes to information or circumstances. You are solely responsible for maintaining the confidentiality of your account and access method. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at [support@uplift.com](mailto:support@uplift.com).

**3.3 Account Restrictions.** You agree not to use the Service or the Site to (1) register for an account on behalf of an individual other than yourself; (2) operate an account on behalf of or for the benefit of any person who is not eligible to register for or operate an account in their own name; (3) register for an account on behalf of any group or entity; (4) impersonate any person, or falsely state or otherwise misrepresent yourself or your age; (5) use or attempt to use another's account, service, or system without authorization from that person and Uplift; or (6) create a false identity on the Service or the Site.

## 4. Using the Service

**4.1 Loan Requests.** You may request a loan through the Service. This Agreement describes those services as well as your rights and obligations should you decide to request a loan. You may only apply for one loan at a time. If you make a loan request, and if that request results in a loan that is approved and funded by the Originating Bank, then your loan will be governed by the terms of the Borrower Agreement and Promissory Note. This Agreement will remain in effect for the applicable loan, and will terminate if your loan request is cancelled, withdrawn, or declined.

**4.2 Servicing by Uplift.** You acknowledge and agree that Uplift may provide services to the Originating Bank in connection with evaluating your loan requests and all other aspects of your relationship with us. Uplift will also act as the servicer of any loan that you obtain. Uplift may delegate servicing to another entity in its sole discretion without notice.

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**4.3 No Guarantee.** Neither Uplift nor the Originating Bank warrants or guarantees that you will receive a loan as a result of submitting a loan request or credit application.

**4.4 Agreement to Provide Accurate Credit Application and Loan Request.** You certify that everything you have stated in your credit application and on any other documents submitted to us is true and correct to the best of your knowledge. You understand that you must update the information contained within your credit application if either your financial condition materially changes or we make a request to you orally or in writing. You understand that we will retain your credit application whether or not it is approved, as required by applicable law.

**4.5 Account Verification.** You agree and acknowledge that we may verify any information you submit either by asking for true and complete copies of necessary documentation, additional documentation, or by other proof or through a third party. By submitting an application, you consent to our use of any third-party to verify any information about, or provided by, you. Failure to timely provide this information can result in your loan application being incomplete and closed. We may terminate consideration of your application at any time in our sole discretion. By accessing the Site or using the Service, you authorize us to collect and store information about you and the device you are using to verify your identity. You also consent to allowing the location information of your mobile phone to be used by us to locate the device and that the location information is being shared with third parties for anti-fraud purposes.

You authorize your wireless operator to disclose to us your account, subscriber, billing, and device, if available, to support verification of identity and fraud avoidance in support of and for the duration of your business relationship with us. You can see a more detailed list of information potentially disclosed and how we use your data in our Privacy Policy.

**4.6 Confirming Your Loan.** Before confirming your loan, you may be asked to provide a valid form of payment for your down payment or future repayments. You must be an owner of the payment method you provide, with authority to direct that payments be made from the payment method you provide. Your payment method may be preauthorized prior to your purchase to verify that it is valid and has the necessary amounts available to cover your down payment. You understand that if we are unable to verify or preauthorize your down payment for any reason, your application and loan may be cancelled.

**4.7 Collection & Reporting of Delinquent Loans.** You acknowledge that positive or negative information about your loan account, including your repayment history, may be reported to credit reporting agencies, in accordance with applicable law. You agree that if you do not make your loan payments on time or according to your Borrower Agreement and Promissory Note, we may engage in collection activities and your loan may be referred to a collection agency for collection.

## 5. Other Borrower Agreements; Use of Loan Proceeds

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You agree that you (A) are a US citizen, permanent resident or non-permanent resident alien in the United States on a valid long term visa; and (B) will not, in connection with your loan request: (i) make any false, misleading, or deceptive statements or omissions of fact in your loan request; (ii) misrepresent your identity or describe, present, or portray yourself as a person other than yourself; (iii) give to or receive from, or offer or agree to give to or receive from any other person any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your loan; (iv) represent yourself to any person, as a representative, employee, or agent of ours, or purport to speak to any person on our behalf; (v) use any of the loan proceeds to fund any illegal activity or any other activity or use not otherwise allowed under this Agreement or the Service; (vi) use any of the loan proceeds for the purpose of purchasing or carrying any securities; or (vii) use the Service to request or obtain a loan for someone other than yourself. You further acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us. Additionally, you agree that all loan proceeds will be used to fund the purchase of services from the service provider you designate.

## 6. Account Termination, Agreement Cancellation and Restrictions

**6.1 Account Termination and/or Agreement Cancellation.** We may terminate your request and your ability to make loan requests at any time. If you committed fraud or made a misrepresentation in connection with your account registration or any application or request for a loan, performed any prohibited activity, or otherwise failed to abide by the terms of this Agreement, we will have all remedies authorized or permitted by this Agreement and applicable law. To the extent that we determine, in our sole discretion, that your loan request violates this Agreement or any other agreement, your loan request may be terminated, this Agreement may be canceled and/or you may be prohibited from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time, with or without notice. We may conduct our review at any time – before, during, or after the submission of a loan request or credit application, or before or after the funding of a loan. You agree to respond promptly to our requests for information in connection with any such review by us.

## 7. Communication & Notification

**7.1 Communication.** Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from Uplift or the Bank, their agents, representatives, affiliates, or anyone calling on their behalf, you expressly consent to be contacted by Uplift or the Bank, their agents, representatives, affiliates, or anyone calling on their behalf, for any and all purposes arising out of or relating to your request, loan or account, at any telephone number, any physical or electronic address you

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provide, or by any other means in which you may be reached. You agree we may contact you in any way, including e-mail, SMS messages (including text messages), calls using pre-recorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, they may also leave a message on your answering machine, voice mail, or send one via text. All Communications sent to you via email to your registered email address, to your registered mobile phone in the form of an electronic message (text message), or posted in your online account are deemed to have been duly given and effective upon transmission or when they were posted. All Communications sent to your physical address are deemed to have been duly given and effective three business days after we send it via US Mail to your physical address on file or one day after deposit prepaid for overnight delivery with a national overnight express delivery service.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture, or other means), with information or questions about your application, loan and/or account. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future. You consent to receive SMS messages (including text messages) in order to manage your account, including messages regarding the collection of past due payments. You acknowledge that these text may be inadvertently seen by third parties.

You understand that your cellular or mobile telephone provider will charge you according to the type of plan you carry. We may listen to and/or record phone calls between you and our representatives without notice as permitted by applicable law. For example, we may listen to and record calls for quality monitoring purposes.

## 8. Feedback and Submissions

If you provide feedback to Uplift regarding the Service ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Uplift to use that Feedback without restriction and without payment to you. Accordingly, you grant to Uplift a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Uplift are non-confidential and shall become the sole property of Uplift. Uplift shall own exclusive rights, including all intellectual prop

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rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## 9. Service Rights; Restrictions

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**9.1 Use of the Service.** All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound, and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Uplift with all rights reserved. You will comply with all applicable laws and regulations in your use of the Service, including in your use of the Code.

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**9.2 Prohibited Conduct.** You may not, and may not permit others to (a) use the Service in a manner that violates, or encourage others to violate, the rights of third parties; (b) use the Service for any illegal purpose, or in violation of any local, state, national, or international laws or regulations; (c) interfere with security-related features of the Service, including disabling or circumventing features that prevent or limit use or copying of any content; or (d) intentionally interfere with or damage, impair, or disable the operation of the Service (or any part thereof) or any customer's enjoyment of it, by any means.

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**9.3 Restrictions.** No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Uplift's prior written permission. Except as expressly provided in these Terms, you may not, and may not permit others to (a) copy, distribute, rent, sell, lease, lend, sublicense, or transfer the Service (or any part thereof) or otherwise make the Service (or any part thereof) available to any third party; (b) alter, modify or create derivative works of the Service (or any part thereof); (c) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Service (or any part thereof) or during the use and operation of the Service (or any part thereof); or (d) reverse engineering or otherwise attempting to discover the source code of the Service or any part thereof except to the extent that such restriction is expressly prohibited by applicable law.

**9.4 Proprietary Rights.** The Service is owned and operated by Uplift. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Site Content solely for your use in connection with your use of the Site or Service, provided that you keep all copyright or other proprietary notices intact. The visual interfaces, graphics, logos, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (the "Materials") provided by Uplift are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Service are the property of Uplift or our third party licensors. Except as expressly authorized in these Terms, you may not make use of the Materials or Service. Uplift reserves

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rights to the Materials and Service not granted expressly in these Terms. You may not republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation. Any other use of the Site Content is strictly prohibited. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Uplift, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause. You may not:

- use any automated means to access this Site or collect any information from the Site (including, without limitation, robots, spiders, scripts, or other automatic devices or programs);
- frame the Site, use framing techniques to enclose any Site Content or other proprietary information, place pop-up windows over this Site's pages, or otherwise affect the display of this Site's pages;
- engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining content or other information;
- upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any Uplift Users or third party;
- use data provided by Uplift, provided in any manner whatsoever, for any competing uses or purposes. You further agree that you have never used data, provided in any manner whatsoever, from Uplift in the past to compete with the products or services of Uplift; or
- use this Site in any manner that violates applicable law or that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

## 10. Termination of Use; Discontinuation and Modification of the Service

We may terminate, disable, or throttle your access to, or use of, this Site and the Services at any time without notice for any reason, with or without cause at Uplift's sole discretion. If you violate any provision of these Terms, your permission to use the Service will terminate. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of access to or use of the Service. Failure by Uplift to enforce any of its rights under this

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Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

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## 11. Additional Terms; Changes to the Terms

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**11.1 Additional Terms.** Your use of the Service is subject to any and all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to on the Service (the “Additional Terms”), such as terms specific to any Application Programming Interface (“API”) that we may offer, or rules applicable to particular features or content on the Service, subject to Section 11.2 below. All such Additional Terms are hereby incorporated by reference into, and made a part of these Terms.

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**11.2 Changes to the Terms.** Uplift reserves the right, at our discretion, to change these Terms at any time. If we make changes to this Agreement we will make reasonable effort to notify you of any such changes such as by email or posting the revised Agreement on the Site. We will post the changed Terms of Use on the Site and will indicate at the top of this page the date the Terms of Use were last revised. It is your responsibility to review this Agreement on the site periodically for changes. By accessing, continuing to access the Site, and/or using the Service after any change to this Agreement, you agree to be bound by the updated Agreement. By continuing to access or use the Service after any changes become effective, you are agreeing to be bound by the revised Terms. Uplift may terminate, suspend, change, or restrict access to all or any part of this Site or its Service without notice or liability.

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## 12. Disclaimers; No Warranties

To the extent not prohibited by applicable law, the Site and our products and services are provided “as is” and without any representation or warranty, whether express, implied, or statutory. Uplift, our directors, agents, employees, and suppliers expressly disclaim all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, adequacy, title, and non-infringement. Uplift does not warrant that the service is error-free or uninterrupted. Uplift does not warrant that any information provided through the service is accurate or complete or that any information provided through the service will always be available. Uplift exercises no control over and expressly disclaims any liability arising out of or based upon the results of your use of the service. We cannot guarantee and do not promise any specific results from use of the Site and/or our products and services.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Uplift assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction, unauthorized access, or alteration of User communications. Uplift is not responsible for problems or technical malfunction of any telephone network or lines, computer online

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systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Site, or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. In certain circumstances Uplift will be responsible for any loss, damage, financial damages, lost profits, loss of business, personal injury, or death resulting from anyone's use of the Site or the Service.

Uplift reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Uplift.

## 13. Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to us at Uplift, Inc., Attention Copyright Department, 801 El Camino Real, Menlo Park, CA 94025 or [support@uplift.com](mailto:support@uplift.com). To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following: (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**13.1 Repeat Infringer Policy.** In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Uplift has adopted a policy of terminating, in appropriate circumstances and at the Uplift's sole discretion, Users who are deemed to be repeat infringers. Uplift may also at its sole discretion limit access to the Site and/or terminate memberships of any Users who infringe any intellectual property rights of others, when there is any repeat infringement.

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## 14. Links to Other Web Sites and Content

The Site contains (or you may be sent through the Site or the Services) links to other websites (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the “Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability, or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices of any site to which you navigate from the Site.

## 15. Disputes

If a dispute arises between you and Uplift, we encourage you to first contact Uplift at [support@uplift.com](mailto:support@uplift.com) or (844) 257-5400 to try resolving the issue directly with us.

## 16. Privacy

Please review the Site’s Privacy Policy. By using the Site or the Service, you are consenting to the Privacy Policy and agree to have your personal data transferred to and processed.

## 17. Limitation of Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE EXPRESSLY PROHIBITED BY LAW, IN NO EVENT WILL UPLIFT OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, OR OTHER INTANGIBLE LOSSES ARISING FROM OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE UPLIFT ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

You agree that the aggregate liability of the Uplift entities to you for any and all claims out of relating to the use of or any inability to use the service (including any materials or content available through the service) or otherwise under these terms, whether in con-

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tort, or otherwise, is limited to the greater of (i) the amount you have paid to Uplift for access to and use of the service in the 12 months prior to the claim or (ii) \$100.

Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks under these terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions are severable and independent of all other provisions of these terms. The limitations in this Section and Section 20 will apply even if any limited remedy fails of its essential purpose.

## 18. Indemnity

You agree to indemnify and hold Uplift, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of these Terms of Use or of any law or the rights of any third party.

## 19. Other

The failure of Uplift to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

## 20. Governing Law

These Terms shall be governed by the laws of the State of California without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and Uplift agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Mateo County, California for the purpose of litigating all such disputes. If you obtain a loan through Uplift, the terms of the loan will be governed by federal laws and the laws stated in your Borrower Agreement and Promissory Note to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

## 21. Arbitration; No Class Actions

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RESOLUTION OF DISPUTES: I HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN ME AND UPLIFT. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW. If you are a “Covered Borrower” as defined by the Military Lending ACT (32 CFR §232, as amended from time to time) at the time of entering into this Agreement, this section 21 is not applicable, and you do not need to opt out of or take any action to ensure inapplicability.

## Become a Partner

**a.**

Either party may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 21 (the “Arbitration Provision”), unless you opt out as provided in Section 21(b) below. As used in this Arbitration Provision, “Claim” shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any subsequent holder (or persons claiming through or connected with us and/or the subsequent holders), on the other hand, relating to or arising out of these Terms, any Borrower Agreement and Promissory Note and Promissory Note(s), the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of Section 21(f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, crossclaims, third party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

**b.**

You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to Originating Bank, c/o Uplift, Inc. 801 El Camino Real, Menlo Park, CA 94025, Attention: Legal Department, which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

**c.**

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The party initiating arbitration shall do so with the American Arbitration Association (the “AAA”) or Judicial Alternatives and Mediation Services (“JAMS”). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA’s web site at: [adr.org](http://adr.org). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: [jamsadr.com](http://jamsadr.com). In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

**d.**

If we (or the subsequent holder) elect arbitration, we (or the subsequent holder, as the case may be) shall pay all the administrator’s filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator’s rules. We (or the subsequent holder, as the case may be) shall pay the administrator’s hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator’s rules or applicable law require otherwise, or you request that we (or the subsequent holder) pay them and we agree (or the subsequent holder agrees) to do so. Each party shall bear the expense of its own attorneys’ fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

**e.**

Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator’s rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act (“FAA”), and may be entered as a judgment in any court of competent jurisdiction.

**f.**



We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 21(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 21(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

**g.**

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

**h.**

This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or Uplift; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or Borrower Agreement or Promissory Note(s) or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than Section 21(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in effect. If an arbitration proceeding is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section 15(f) are finally adjudicated pursuant to the sentence of Section 15(f) to be unenforceable, then no arbitration shall be had. In no event

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shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTING ARBITRATION BY ANY PARTY.

## 22. General

This Agreement, including the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Uplift regarding your use of and access to the Service, and except as expressly permitted above, may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms, the following Sections will survive such termination: 2.5, 2.8, 3, 8, 9.4, 9.8, 12, 17, 20, 21, 22, and any other provision that by its terms survives termination of your use or access to the site.

### Company

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### Resources

[My Account](#)[Partners Portal](#)[CHAT](#)

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All loans offered through Uplift are issued by CBW Bank of Weir, KS,  
Member FDIC. APR ranges from 4.01% to 35.99%. Eligibility is not  
guaranteed

Uplift Inc. NMLS No. 1897458. [NMLS Consumer Access](#)



# Borrower Agreement and Promissory Note

## Borrower Agreement

The following Borrower Agreement ("Agreement") is between you ("you" and "your" mean each and every borrower, including any joint applicant/co-borrower) and CBW Bank, a Kansas chartered bank ("Bank", "we", or "us"). This Agreement governs the process by which you may make a request or requests for a loan from us through the website Uplift.com, including any subdomains thereof, or other application channels offered by us (collectively, the "Site") and operated by Uplift, Inc. ("Uplift"). Among other things, Uplift offers access to unsecured personal loans in the form of the Promissory Note below (the "Promissory Note"). All loans originated through the Site are made by CBW Bank. Uplift also provides services to Bank in connection with the origination of such loans. Uplift services all loans made through the Site, but may engage third parties to act as agents of Uplift in the performance of such servicing. The following Agreement describes those services as well as your rights and obligations should you elect to make a loan request.

You certify that everything you have stated in this Credit Application and on any other documents submitted to us are true and correct to the best of your knowledge. You understand that you must update the information contained within this Credit Application if either your financial condition materially changes or we make a request to you orally or in writing. You understand that we will retain this Credit Application whether or not it is approved.

If you make a loan request, and if that request results in a loan that is approved and funded by us, then your loan will be governed by the terms of the Loan Agreement and Promissory Note and as it may be revised from time to time. The version in effect when you make a loan request will apply to any loan made in response to that request, and any secondary loan would be governed by the terms of the document then in effect. This Agreement will remain in effect for the applicable loan, and will terminate if your loan request is cancelled, withdrawn, or declined.

### **BY ELECTRONICALLY SIGNING THIS AGREEMENT, YOU HAVE SIGNIFIED YOUR AGREEMENT TO THESE TERMS.**

**1. Loans.** Under this Agreement, you can request an installment loan funded and originated by us that is facilitated through the Site. When you make a request, you agree to receive and timely repay the loan that may be made in response to that request, subject to your right to cancel the request before closing as described in section 6 below. Your agreement means you agree to repay the money provided by us to you and to abide by the terms of this Agreement, the Loan Agreement and Promissory Note, and all other agreements or disclosures provided to you during the loan process and which may be found in your Uplift account. Any dispute with us, Uplift or any subsequent holder of the Loan Agreement and Promissory Note will be resolved by binding arbitration, subject to your right to opt out as set forth below. Each loan request is subject to our credit criteria in effect at the time of your loan request.

**2. Account Verification.** You understand that if we are unable to verify or collect payment from your provided payment source for any reason, we will cancel your application.

**3. Loan Requests.** You may only apply for one loan request on the site at a time and you may not have more than two loans outstanding at any given time through the Uplift application channel.

**4. Loan Terms.** Your loan will have a principal balance in the amount set forth in the Truth in Lending disclosure and Loan Agreement and Promissory Note, each of which is provided to you and placed into the online account you established upon registration. You agree and acknowledge that the initial loan disclosures made to you are estimates and are subject to change based on the actual, initial principal balance of the loan funded and your selected loan repayment option (check, Debit Card or Automated Clearing House ("ACH")). All loans are unsecured, fully-amortizing, closed-end loans for the term stated in your Truth in Lending disclosure and Loan



Agreement and Promissory Note. Your obligations, including your obligation to repay principal and interest, are set forth in the Loan Agreement and Promissory Note. Other fees and terms of the loan will also be set forth in the Loan Agreement and Promissory Note.

**5. Credit Decisions.** If you make a loan request, you must fully complete the application on the Site. You do not need to disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying a loan. You agree and acknowledge that we may verify any information you submit either by asking for true and complete copies of necessary documentation, by other proof or through a third party. By proceeding with the application, you consent to our use of any third-party to verify any information about, or provide by, you. Failure to timely provide this information can result in your loan application being incomplete and closed by us, furthermore, we may terminate consideration of your application at any time in our sole discretion.

**6. Limited Power of Attorney Grant; Loan Request Cancellation & Closing.** As a condition to receiving a loan from us, you hereby grant to Uplift a limited power of attorney and appoint them and/or their designees as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to complete and execute the Loan Agreement and Promissory Note that reflect the accepted terms set forth in each of your final Truth in Lending Disclosure(s) as such may be posted from time to time in response to your loan request(s) in the online account you have established with Uplift where documents are stored and with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such power as fully to all intents and purposes as you might or could do in person ("Power of Attorney" ). This Power of Attorney is limited solely to the purpose described above and will expire automatically upon the termination of this Borrower Agreement. You may revoke this Power of Attorney by contacting us at support@uplift.com (mailto:support@uplift.com) or calling (844) 257-5400 (tel:18442575400) and closing your account with us; provided, however, if a loan request has been approved you must provide such notice before the loan proceeds are transferred to your designated retailer or account and before the Loan Agreement and Promissory Note is executed on your behalf. Once the Loan Agreement and Promissory Note is signed by Uplift or its designee acting as your attorney-in-fact, it is deemed executed on your behalf and shall be your valid and binding obligation thereafter.

**You agree and acknowledge that Uplift is an intended third-party beneficiary of this Section 6 for purposes of receiving a loan from us.**

If you choose to revoke this Power of Attorney prior to execution, we will be unable to proceed with your loan request and your pending loan request will be considered withdrawn, your account closed, and you may be prohibited from applying for additional qualifying loan requests in the future in our sole discretion. You may cancel your application without any fee or penalty prior to funding of the loan, as long as you provide us with sufficient advance notice to stop the loan funding.

## **7. Loan Consummation.**

YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT OBLIGATED UNDER THE TERMS OF THE LOAN AGREEMENT AND PROMISSORY NOTE AND THE LOAN TRANSACTION WITH US IS NOT COMPLETED (I.E. CONSUMMATED) UNTIL YOUR ABILITY TO CANCEL YOUR LOAN APPLICATION HAS PASSED. YOU ACKNOWLEDGE THAT WE ARE MATERIALLY RELYING UPON THIS UNDERSTANDING IN UNDERTAKING THE POTENTIAL ISSUANCE OF YOUR LOAN.

**8. Servicing by Uplift.** You acknowledge and agree that Uplift may provide services to us in connection with evaluating your loan requests, and all other aspects of your relationship with us. Uplift will also act as the servicer of any loan that you obtain. Uplift may delegate servicing to another entity in its sole discretion without notice.

**9. Other Borrower Agreements; Use of Loan Proceeds.** You agree that you (A) are a US citizen, permanent resident or non-permanent resident alien in the United States on a valid long term visa; (B) will not, in connection with your loan request: (i) make any false, misleading or deceptive statements or omissions of fact in your loan



request; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself; (iii) give to or receive from, or offer or agree to give to or receive from any other person any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your loan; (iv) represent yourself to any person, as a representative, employee, or agent of ours, or purport to speak to any person on our behalf; (v) use any of the loan proceeds to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board; or (vi) use any of the loan proceeds to fund any illegal activity or any other activity or use not otherwise allowed under this Agreement or the Site; (vii) use any of the loan proceeds for the purpose of purchasing or carrying any securities; (viii) use the Site to request or obtain a loan for someone other than yourself; and (C) that you have all necessary consents, permissions, acknowledgements or agreements from all joint applicant/co-borrower and we may rely upon this agreement without any investigation or verification. You further acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us. Additionally, you agree that all loan proceeds will be used to fund the purchase of services from the retailer you designate. To the extent that we determine, in our sole discretion, that your loan request violates this Agreement the Terms of Use or any other agreement entered into with us or Uplift, we may terminate your loan request and cancel this Agreement immediately.

**10. Liability of the Borrower** We and our successors and assigns have sole discretion to proceed, at any time, against any party responsible under this Agreement. Further, we can accept instructions from either you or your designated representative, and notice can be given to either you or your designated representative, and shall be binding on both and deemed received by all parties.

**11. TCPA Consent & Privacy:** Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your loan and/or account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

By consenting to this Agreement, the user also consents to allowing the location information of the users mobile phone to be used by us to locate the device and that the location information is being shared with third parties for anti-fraud purposes.

**12. Assignment; Termination.** We may assign this Agreement and the Loan Agreement and Promissory Note, or any of our rights under this Agreement or the Loan Agreement and Promissory Note, in whole or in part at any time. You further understand, acknowledge and agree that Uplift or another third-party may further sell, assign or transfer your Loan Agreement and Promissory Note and all associated documents and information related to the Loan Agreement and Promissory Note without your consent or notice to you. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this section 12 shall be null and void.

We may terminate and your ability to make loan requests at any time. If you committed fraud or made a misrepresentation in connection with your registration on the Site or any application or request for a loan, performed any prohibited activity, or otherwise failed to abide by the terms of this Agreement, we will have all remedies authorized or permitted by this Agreement and applicable law.

**13. Entire Agreement.** This Agreement, and any Loan Agreement and Promissory Note that may be agreed for a loan, represent the entire agreement between you and us regarding the subject matter hereof and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your loan request and loan.

**14. Electronic Transactions.** THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE TERMS OF USE FOR THE SITE.

**15. Notices.** All notices and other communications to you hereunder may be given by email to your registered email address posted on the Site, or delivered via SMS (text) message, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have control of such email account, text enabled phone and your area on the Site and that communications from us may contain sensitive, confidential, and collections-related communications. If your registered email address or text enabled phone number changes, you must notify Uplift of the change by sending an email to support@uplift.com (mailto:support@uplift.com) or calling (844) 257-5400 (tel:18442575400). You also agree to update your registered residence address and telephone number on the Site if they change.

**16. NO WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**17. LIMITATION ON LIABILITY.** IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

**18. Choice of Law.** We are located in the state of Kansas and this Agreement is entered into in the state of Kansas. Any disputes regarding this Amendment shall be adjudicated within the courts of Shawnee County, Kansas, the jurisdiction of which the parties hereby agree. The provisions of this Agreement will be governed by federal laws and the laws of the state of Kansas to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction.

**19. Miscellaneous.** The parties acknowledge that there are no third party beneficiaries to this Agreement (other than Uplift). Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If at any time after the date of this Agreement, any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such

provision shall be of no force and effect, but the illegality and unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.

**20. Covered Borrowers Under the Military Lending Act.** Notwithstanding any other provision of this Agreement, Sections 21 shall not apply to a "covered borrower" under the Military Lending Act, as defined in 32 C.F.R. § 232.3(g). Furthermore, nothing in this Agreement shall be construed as applying to a covered borrower to the extent inconsistent with the Military Lending Act.

- a. Statement of Military Annual Percentage Rate (MAPR): Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
- b. To obtain oral disclosures, including a statement of MAPR and a description of payment obligations, covered borrowers may call the following toll-free number: (855) 747-7182.

**21. Arbitration.** RESOLUTION OF DISPUTES: I HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW. If you are a "Covered Borrower" as defined by the Military lending ACT (32 CFR §232, as amended from time to time) at the time of entering into this Agreement, this section 21 is not applicable, and you do not need to opt out of or take any action to ensure inapplicability.

a. Either party to this Agreement, or any subsequent holder, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 20 (the "Arbitration Provision"), unless you opt out as provided in section 20(b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any subsequent holder (or persons claiming through or connected with us and/or the subsequent holders), on the other hand, relating to or arising out of this Agreement, any Loan Agreement and Promissory Note(s), the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section 20(f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to CBW Bank, c/o Uplift Corporation, 801 El Camino Real, Menlo Park, CA 94025, Attention: Support Department, **which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement.** The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

**c.** The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's website at: [www.adr.org](http://www.adr.org). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their website at: [www.jamsadr.com](http://www.jamsadr.com). In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

**d.** If we (or the subsequent holder) elect arbitration, we (or the subsequent holder, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the subsequent holder, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the subsequent holder) pay them and we agree (or the subsequent holder agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

**e.** Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

**f.** We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section 20(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section 20(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

**g.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by

applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

**h.** This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or Uplift; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or Loan Agreement or Promissory Note(s) or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than section 20(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section 20(f) are finally adjudicated pursuant to the last sentence of section 20(f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

## PROMISSORY NOTE

### Promissory Note for \$2,935.84

**Borrower name and address:** JOANNE EHLMAN, 103 CEDAR BEND DRIVE, HELENA, AL 35080

**\$2,935.84**

**2020-01-14**

For value received, Borrower ("Borrower", "I", "me" ) promise to pay CBW Bank or any subsequent holder ("Lender") of this Promissory Note (the "Note") the principal sum of **\$2,935.84** with interest set forth below. Borrower will make payments by automatic debit from the Borrower's Debit Card previously provided, by Check, or Automated Clearing House ("ACH"). I intend to be legally bound by this Promissory Note (the "Note"). I have read, understood, and agreed to all of the terms of this Note.

**Interest Rate.** This Note bears interest during each calendar month from the date hereof until paid in full, at a fixed rate of **25.20 (%)** per annum.

**Interest Calculation Method.** Interest is calculated daily on the basis of a 360-day year with 12 months each of which is 30 days (or 30/360) long, regardless if a month has more or less than 30 days. This Note shall bear interest on any overdue installment or principal at the interest rate as calculated above.

**Purchase Disputes.** Except as otherwise provided in this Note, CBW Bank and Uplift are not responsible or liable to me for the quality, safety, legality, or any other aspect of any property or services purchased with the proceeds of my loan. If I have a dispute with any person or entity from whom I have purchased such property or services, I agree to settle the dispute directly with that person or entity. I further certify that, to my knowledge, the proceeds of my loan will not be applied in whole or part to purchase property or services from any person to whom any interest in this Note may be assigned.



**NOTICE ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**Payments.** Principal is to be paid during and throughout the period of **18** months in the following manner: Payments of principal and interest in the amount of **\$197.55** are to be made by the Borrower to the Lender commencing **2020-02-14**, and on the same day of each successive month thereafter until **2021-07-14**, when the full amount of unpaid principal is due and payable. If the monthly anniversary is on the 29th, 30th, or 31st of the month, and the following month does not have a 29th, 30th, or 31st day, the monthly payment will be due on the last day of the month in which the payment was due. The last payment might be of a slightly different amount to adjust for rounding.

All payments on this Note are to be made in immediately available lawful money of the United States. Borrower authorizes Lender to debit Borrower's designated payment method for the amount of each payment due on each due date. Borrower may elect to make payments by personal check by contacting support@uplift.com (mailto:support@uplift.com) or by regular mail at CBW Bank, c/o Uplift Corporation, 801 El Camino Real, Menlo Park, CA 94025, Attention: Payment Processing Department. This authorization does not affect Borrower's obligations to pay when due all amounts payable under this Note, whether or not there are sufficient funds therefore in such accounts. The foregoing authorization is in addition to, and not in limitation of, any rights of setoff Lender may have. With regard to payments made by automatic withdrawal, Borrower has the right to stop payment of automatic withdrawals or revoke Borrower's prior authorization for automatic withdrawals by notifying Borrower's financial institution at least three (3) banking days before the scheduled date of transfer.

Borrower will notify Lender of the exercise of Borrower's right to stop a payment or revoke Borrower's authorization for automatic withdrawals at least three (3) banking days before the scheduled date of transfer. All payments are to be applied first to the payment of all fees, expenses and other amounts due to Lender (excluding principal and interest), then the balance on account of outstanding principal; provided, however, that after an Event of Default (as defined below), payments will be applied to Borrower's obligations as allowed by law, as Lender determines in its sole discretion.

In the event that a refund is granted by the person or entity from which my purchase was made, and said refund is credited to Uplift or CBW bank, this refund will be treated in the same manner as a loan payment. Any funds refunded in excess of any fees, interest or principal due will then be credited to Borrower. Should any refund received by CBW Bank or Uplift not pay Borrower's loan in full, Borrower will continue to be responsible for scheduled loan payments until Borrower's Loan is paid in full.

**Fees and Charges** Borrower agrees to pay Lender a non-refundable origination fee in the amount of **\$0.00** on the terms set forth above in Borrower's agreements with Lender. As such, the loan proceeds delivered will be the full amount of Borrower's loan request.

**Prepayments and Partial Payments.** Borrower may make any payment early, in whole or in part, without penalty or premium at any time. Any partial prepayment is to be applied against the principal amount outstanding and does not postpone the due date of any subsequent monthly installments, unless Lender otherwise agrees in writing. If Borrower prepays this Note in part, Borrower agrees to continue to make regularly scheduled payments until all amounts due under this Note are paid. Lender may accept late payments or partial payments, even though marked "paid in full", without losing any rights under this Note.

**Waivers.** CBW Bank and Uplift may accept late payments or partial payments, even though marked "paid in full," without losing any rights under this Note, and may delay enforcing any of your rights under this Note without losing them. CBW and Uplift does not have to (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), or (c) obtain an official

certification of nonpayment (known as "protest"). Even if, at a time when I am in default, CBW and Uplift does not require me to pay immediately in full as described above, CBW and Uplift will still have the right to do so if I am in default at a later time. Neither your failure to exercise any of your rights, nor your delay in enforcing or exercising any of your rights, will waive those rights. Furthermore, if you waive any right under this Note on one occasion, that waiver will not operate as a waiver as to any other occasion.

**Use of Funds.** Borrower certifies that the proceeds of the Note will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity and Directs that the proceeds less any prepaid interest or origination fees will be delivered to compensate for payment to designated retailer.

**Default** Borrower will be deemed in default (each, an "Event of Default") of Borrower's obligations under this Note if Borrower: (i) fails to pay timely any amount due under this Note; (ii) files or has instituted against Borrower any bankruptcy or insolvency proceedings or makes any assignment for the benefit of creditors; (iii) dies; (iv) commits fraud or makes any material misrepresentation in this Note; or (v) fails to abide by the terms of this Note. Upon the occurrence of an Event of Default, Lender may exercise all remedies available to it under applicable law, including demand upon Borrower to immediately pay all amounts due under this Note. Lender reserves the right to report payment delinquencies of 30 days or longer to one or more consumer reporting agencies in accordance with applicable law. Borrower agrees to pay all costs of collecting any delinquent payments, including reasonable attorneys' fees, as permitted by applicable law. I also agree that if I fail to make any payment when due in the manner required by this Promissory Note, I will be delinquent. If I (a) am delinquent, (b) file or have instituted against me a bankruptcy or insolvency proceeding or make any assignment for the benefit of creditors, or (c) in the event of my death, Lender may in their sole discretion deem me in default and accelerate the maturity of this Note and declare all principal, interest and other charges due under this Note immediately due and payable.

I also agree that should I Default on this loan as defined in this Promissory Note below, to the extent allowed by law, CBW BANK AND UPLIFT EACH RESERVE THE RIGHT TO INFORM THE SERVICE PROVIDER OF YOUR DEFAULT ON THIS LOAN AND THE SERVICE PROVIDER, CBW BANK AND UPLIFT EACH INDIVIDUALLY RETAIN THE RIGHT TO CANCEL THE DELIVERY OF ANY UNUSED SERVICE FOR WHICH THE PROCEEDS OF THIS LOAN WERE INTENDED. Should such cancellation of service take place, any refund granted by the person or entity from which my purchase was made, that is credited to Uplift or CBW bank will be treated in the same manner as a loan payment. Any funds refunded in excess of any fees, interest or principal due will then be credited to Borrower. In the event that no refund is received or if the refund received by CBW Bank or Uplift is not sufficient to pay Borrower's loan in full, Borrower will continue to be responsible for scheduled loan payments until the loan is paid in full.

**Attorneys' Fees.** To the extent permitted by law, I am liable to you for your legal costs if you refer collection of my loan to a lawyer who is not your salaried employee. These costs may include reasonable attorneys' fees as well as costs and expenses of any legal action.

**Assignment.** I may not assign any of my obligations under this Note without your written permission. You, or any successors in interest, may assign this Note at any time without my permission. Unless prohibited by applicable law, you may do so without telling me. My obligations under this Note apply to all of my heirs and permitted assigns. Your rights under this Note apply to each of your successors and assigns.

**Notices.** All notices and other communications hereunder shall be given in writing and shall be deemed to have been duly given and effective (i) upon receipt, if delivered in person or by facsimile, email or other electronic transmission, or (ii) one day after deposit prepaid for overnight delivery with a national overnight express delivery service. Except as expressly provided otherwise in this Note, notices to me may be addressed to my registered email address, to my registered mobile phone in the form of an electronic message (text message), or to my address set forth above unless I provide you with a different address for notice by giving notice pursuant to this Paragraph, and notices to you must be addressed to CBW Bank, c/o Uplift Corporation, 801 El Camino Real, Menlo Park, CA 94025, Attention: Pay Monthly Notice

**Miscellaneous.** The terms of this note are not subject to negotiation. Notwithstanding the foregoing, Lender may assign this Note, including without limitation, to any party, without notice to Borrower. Borrower may not assign this Note without the prior written consent of Lender. This Note inures to the successors, permitted assigns, heirs and representatives of Borrower and Lender.

Any changes to this Note must be in writing signed by Borrower and Lender. Notices will be mailed electronically to the addresses provided.

This Note is subject to the arbitration provisions of the Borrower Agreement between Lender and Borrower, which is incorporated by reference into this Note.

**Controlling Law.** Lender is located in the State of Kansas and this Note has been executed and delivered in the State of Kansas and is deemed a contract made under such state's law. Any disputes regarding this Amendment shall be adjudicated within the courts of Shawnee County, Kansas, the jurisdiction of which the parties hereby agree. The provisions of this Note will be governed by federal laws and the laws of the State of Kansas to the extent not preempted, without regard to any principle of conflicts of law. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.

**STATE LAW NOTICES:**

CALIFORNIA RESIDENTS ONLY: A married applicant may apply for a separate account. If Lender takes any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, Borrower has the right to obtain within 60 days a free copy of Borrower's consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis.

CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of Borrower's credit obligations.

KANSAS (and IOWA residents if the principal amount of this Note exceeds \$20,000): **NOTICE TO CONSUMER (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. (2) YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. (3) YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY.**

MARYLAND RESIDENTS ONLY: Lender elects to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with Lender's authority under federal law (12 U.S.C. § 85, § 1463(g), or § 1831d, as appropriate) and related regulations and interpretations, which authority Lender expressly reserves.

MASSACHUSETTS RESIDENTS ONLY: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

MISSOURI AND NEBRASKA RESIDENTS: ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT BORROWER(S) AND THE LENDER AND ANY HOLDER OF THIS NOTE FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NEW JERSEY RESIDENTS: The section headings of the Note are a table of contents and not contract terms. Portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Note, actions or practices (i) by which Lender is or may be



permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by Lender unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK, RHODE ISLAND and VERMONT RESIDENTS: Borrower understands and agrees that Lender may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If Borrower asks, Borrower will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. Borrower also understands and agrees that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to Borrower as a result of this application or for other legitimate purposes related to such loans.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

SOUTH DAKOTA RESIDENTS: Any improprieties in the making of this loan or in loan practices may be referred to the Division of Banking, South Dakota Department of Labor and Regulation, 1601 N. Harrison Avenue, Suite 1, Pierre, South Dakota, 57501, (605) 773-3421.

WISCONSIN RESIDENTS ONLY: For married Wisconsin residents, Borrower's signature confirms that this loan obligation is being incurred in the interest of Borrower's marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects Lender's interest unless, prior to the time that the loan is approved, Lender is furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which Borrower is applying is granted, Borrower will notify Lender if Borrower has a spouse who needs to receive notification that credit has been extended to Borrower.

**JOANNE EHLMAN**

BY: UPLIFT INC.

ATTORNEY-IN-FACT FOR BORROWER

(SIGNED ELECTRONICALLY)

**CBW EXHIBIT A**

**PRIVACY NOTICE**

## **FACTS**

### **WHAT DOES CBW BANK DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR UPLIFT ACCOUNT**

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction history
- Account balances and payment history

- Credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons CBW Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does CBW Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes</b> - to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	NO	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	NO	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	NO	We don't share
<b>For our affiliates to market to you</b>	NO	We don't share
<b>For non-affiliates to market to you</b>	YES	NO

## Questions?

Call (620) 396-8221 or go to [www.cbwbank.com](http://www.cbwbank.com) (<https://www.cbwbank.com/>)

What we do	
<b>How does CBW Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does CBW Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or pay us by check</li> <li>• Provide account information or give us your contact information</li> <li>• Show your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes- information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates companies to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

What we do	
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	CBW Bank does not offer joint Uplift accounts.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• CBW Bank does not share with our affiliates</li></ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• CBW Bank shares with non-affiliates so they can market to you</li></ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>• CBW Bank doesn't jointly market</li></ul>

# Truth in Lending Disclosure

**BORROWER**

JOANNE EHLMAN

**CREDITOR**

CBW Bank

109 E Main St,

Weir, KS 66781

<div>ANNUAL PERCENTAGE RATE</div> <div>25.20%</div> <div>The cost of your credit as a yearly rate</div>	<div>FINANCE CHARGE</div> <div>\$620.06</div> <div>The dollar amount the credit will cost you</div>	<div>AMOUNT FINANCED</div> <div>\$2,935.84</div> <div>Amount of credit provided to you or on your behalf</div>	<div>TOTAL OF PAYMENTS</div> <div>\$3,555.90</div> <div>The amount you will have paid when all payments are made on time</div>
PAYMENT SCHEDULE			
<div>Number of payments</div>	<div>Amount of payments</div>		
18	\$197.55		
<div>Payments Due</div> <div>Loan payments are due on the same date each month beginning one month from the date of loan origination. If your due date is the 29th, 30th or 31st, and the current month is shorter, your payment will be on the last day of the month.</div>			
<div>Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of any part of the finance charge.</div> <div>See your contract documents for any additional information about nonpayment, default, fees and penalties.</div>			

**ITEMIZATION OF AMOUNT FINANCED**

The Total Cost of your purchase (Paid to Carnival) \$2,935.84
Origination Fee (Paid to CBW Bank) \$0.00
Downpayment \$0.00
Amount Financed \$2,935.84

You are not required to complete this agreement merely because you have received these disclosures.

Date Provided: 2020-01-14

